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P94000023744

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

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*****70.00 *****70.00

Daleen Technologies, Inc. Fl.

into:

Daleen Technologies, Inc. Del.

- ☐ Profit
☐ NonProfit
☐ Limited Liability Company
☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merge

☐ Mark

- ☐ Limited Partnership
☐ Reinstatement
☐ Limited Liability Partnership
☐ Certified Copy

☐ Annual Report

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☐ Other

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☐ After 4:30

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Thanks, Melanie

AUG 16

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with any problems!

ARTICLES OF MERGER
Merger Sheet

MERGING:

DALEEN TECHNOLOGIES, INC., a Florida corporation, P94000023744

INTO

**DALEEN TECHNOLOGIES, INC., a Delaware corporation not qualified in
Florida.**

File date: August 16, 1999

Corporate Specialist: Cheryl Coulliette

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated 13th of August 12, 1999, is entered into by and between Daleen Technologies, Inc., a Florida corporation ("Daleen-Florida"), and Daleen Technologies, Inc., a Delaware corporation ("Daleen-Delaware").

WITNESSETH:

WHEREAS, Daleen-Florida is a corporation duly organized and existing under the laws of the State of Florida with total authorized stock of forty-five million (45,000,000) shares, comprised of twenty million (20,000,000) shares of common stock, \$.01 par value per share (the "Common Stock"), and twenty-five million (25,000,000) shares of preferred stock, \$.01 par value per share (the "Preferred Stock"), such Preferred Stock having the following designations: 3,000,000 shares are designated as Series A Convertible Preferred Stock (the "Series A Preferred"); 1,250,000 shares are designated as Series B Convertible Preferred Stock (the "Series B Preferred"); 1,222,222 shares are designated as Series C Convertible Preferred Stock (the "Series C Preferred"); 4,221,846 shares are designated as Series D Convertible Preferred Stock (the "Series D Preferred"); 686,553 shares are designated as Series D-1 Convertible Preferred Stock (the "Series D-1 Preferred"); and 1,496,615 shares are designated as Series E Convertible Preferred Stock (the "Series E Preferred"), with the remaining Preferred Stock having no designation or preferences set forth in Daleen-Florida's articles of incorporation; and

WHEREAS, Daleen-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and will have, effective as of the Effective Time, total authorized capital stock of ninety-one million eight hundred seventy-seven thousand two hundred thirty-six (91,877,236) shares, comprised of seventy million (70,000,000) shares of common stock, \$.01 par value share (the "Surviving Company Common Stock"), and twenty-one million eight hundred seventy-seven thousand two hundred thirty-six (21,877,236) shares of preferred stock, no par value per share (the "Surviving Company Preferred Stock"), such Surviving Company Preferred Stock having the following designations: 3,000,000 shares are designated as Series A Convertible Preferred Stock (the "Surviving Company Series A Preferred"); 1,250,000 shares are designated as Series B Convertible Preferred Stock (the "Surviving Company Series B Preferred"); 1,222,222 shares are designated as Series C Convertible Preferred Stock (the "Surviving Company Series C Preferred"); 4,221,846 shares are designated as Series D Convertible Preferred Stock (the "Surviving Company Series D Preferred"); 686,553 shares are designated as Series D-1 Convertible Preferred Stock (the "Surviving Company Series D-1 Preferred"); and 1,496,615 shares are designated as the Series E Convertible Preferred Stock (the "Surviving Company Series E Preferred"), with the remaining 10,000,000 Surviving Company Preferred Stock having no designation or preferences set forth in Daleen-Delaware's Certificate of Incorporation (the "Certificate of Incorporation"), such shares being issuable from time to time in one or more series without stockholder approval (the "Surviving Company Blank Check Preferred"); and

WHEREAS, the respective Boards of Directors of Daleen-Florida and Daleen-Delaware have determined that it is advisable and in the best interests of each of such corporations that Daleen-Florida merge with and into Daleen-Delaware, pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FCBA") and Section 253 of the Delaware General Corporation Law (the "DGCL") (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, for the purpose of effecting the change of the state of incorporation of Daleen-Florida from Florida to Delaware;

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WHEREAS, the respective Boards of Directors of Daleen-Florida and Daleen-Delaware have, by resolutions duly adopted, approved this Agreement, subject to the approval of the stockholders of each of Daleen-Delaware and Daleen-Florida; and

WHEREAS, this Agreement is intended as a tax-deferred plan of reorganization within the meaning of Section 368 of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged conclusively, the parties hereto, intending to be legally bound, agree as follows:

1. Merger. Daleen-Florida shall be merged with and into Daleen-Delaware and Daleen-Delaware shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and time that the latter of the Certificate of Merger to be filed with the Delaware Secretary of State and the Certificate of Merger to be filed with the Florida Secretary of State is filed (the "Effective Time").

2. Governing Documents; Executive Officers and Directors. The Certificate of Incorporation of Daleen-Delaware, from and after the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of Daleen-Delaware from and after the Effective Time shall be the Bylaws of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof, or the Certificate of Incorporation of the Surviving Corporation and applicable laws. The executive officers, directors and members of committees of the Board of Directors of Daleen-Florida, as of the Effective Time, shall become the executive officers, directors and members of committees of the Board of Directors of the Surviving Corporation from and after the Effective Time, until their respective successors have been duly elected and qualify, unless they earlier die, resign or are removed.

3. Succession. At the Effective Time, the separate corporate existence of Daleen-Florida shall cease, and Daleen-Delaware shall possess all the rights, privileges, powers and franchises of a public and private nature of Daleen-Florida; and all property, real, personal and mixed, and all debts due to Daleen-Florida on whatever account, as well as for share subscriptions and all other things in action belonging to Daleen-Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Daleen-Florida, and the title to any real estate vested by deed or otherwise in Daleen-Florida shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Daleen-Florida shall be preserved unimpaired, and all debts, liabilities and duties of Daleen-Florida shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Daleen-Florida, its stockholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Daleen-Florida. The employees and agents of Daleen-Florida shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Daleen-Florida. The requirements of any plans or agreements of Daleen-Florida involving the issuance or purchase by Daleen-Florida of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation.

4. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Daleen-Florida such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Daleen-Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Daleen-Florida or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of the Common Stock of Daleen-Florida outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and nonassessable share of Surviving Company Common Stock of Daleen-Delaware, and no fractional shares shall be issued and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded, such that the issued and outstanding Surviving Company Common Stock of Daleen-Delaware resulting from the conversion of the capital stock of Daleen-Florida upon the Effective Time shall be equal to the number of shares of Common Stock of Daleen-Florida issued and outstanding at that time; and

(b) Each share of the Preferred Stock of Daleen-Florida outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and nonassessable share of Surviving Company Preferred Stock of Daleen-Delaware as follows:

- (i) each share of Series A Preferred shall be changed and converted into one share of Surviving Company Series A Preferred;
- (ii) each share of Series B Preferred shall be changed and converted into one share of Surviving Company Series B Preferred;
- (iii) each share of Series C Preferred shall be changed and converted into one share of Surviving Company Series C Preferred;
- (iv) each share of Series D Preferred shall be changed and converted into one share of Surviving Company Series D Preferred;
- (v) each share of Series D-1 Preferred shall be changed and converted into one share of Surviving Company Series D-1 Preferred; and
- (vi) each share of Series E Preferred shall be changed and converted into one share of Surviving Company Series E Preferred;

each series of the above-referenced Surviving Company Preferred Stock having (as applicable) the same designations and preferences as the respective Preferred Stock of Daleen-Florida changed and converted therefor (except as otherwise set forth in the Certificate of Incorporation), and no fractional shares shall be issued and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded, such that the issued and outstanding Surviving Company Preferred Stock of Daleen-Delaware resulting from the conversion of the capital stock of Daleen-Florida upon the Effective Time

shall be equal to the number of shares of Preferred Stock of Daleen-Florida issued and outstanding at that time; and

(c) As of the Effective Time, Daleen-Delaware hereby assumes all obligations under any and all employee benefit plans of Daleen-Florida in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time and shall continue the stock option plans of Daleen-Florida. Each outstanding and unexercised option, warrant or other right to purchase, or security convertible into Common Stock shall become an option, warrant or right to purchase, or a security convertible into Surviving Company Common Stock on the basis of one share of Surviving Company Common Stock for each share of Common Stock issuable pursuant to any such option, warrant or stock purchase right or convertible security, on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such Daleen-Florida option, warrant, stock purchase right or other convertible security at the Effective Time.

A number of shares of Surviving Company Common Stock shall be reserved by Daleen-Delaware for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of Common Stock so reserved by Daleen-Florida immediately prior to the Effective Time.

(d) The shares of Surviving Company Common Stock presently issued and outstanding in the name of Daleen-Florida shall be canceled and retired and resume the status of authorized and unissued shares of Surviving Company Common Stock, and no shares of Surviving Company Common Stock, Preferred Stock or other securities of or Preferred Stock shall be issued in respect thereof.

6. Stock Certificates. As of and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of Common Stock or Preferred Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Surviving Company Common Stock or Surviving Company Preferred Stock, as applicable, into which the shares of Common Stock or Preferred Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Company or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Surviving Company Common Stock or Surviving Company Preferred Stock evidenced by such outstanding certificate as above provided.

7. Stockholder Approval. This Agreement has been approved by Daleen-Florida under Section 607.1103 of the Florida Business Corporation Act by the stockholders representing in excess of 50% each of class of issued and outstanding voting securities of Daleen-Florida entitled to vote thereon. This Agreement has been approved by Daleen-Delaware under Section 253 of the General Corporation Law of the State of Delaware. The signature of Daleen-Florida on this Agreement shall constitute its written consent, as the sole stockholder of Daleen-Delaware, to this Agreement and the Merger.

8. Amendment. This Agreement may be amended by the Boards of Directors of Daleen-Florida and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement by either the shareholders of Daleen-Florida or the sole stockholder of the Surviving Company shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (b) alter or change any term of the Certificate of

Incorporation of the Surviving Company to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement, if such alteration or change would adversely affect the holders of the class or series of the stock of such corporation.

9. Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Boards of Directors of Daleen-Florida or Daleen-Delaware, notwithstanding approval of this Agreement by the stockholder of Daleen-Delaware or by the stockholders of Daleen-Florida, or both, if, in the opinion of either of the Boards of Directors of Daleen-Florida or Daleen-Delaware, circumstances arise which, in the opinion of such Boards of Directors, make the Merger for any reason inadvisable.

10. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

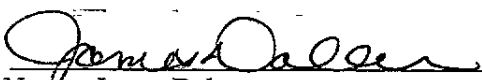
11. Florida Appointment. Daleen-Delaware hereby agrees that it may be served with process in the State of Florida in any action or special proceeding for enforcement of any liability or obligation of Daleen-Florida or Daleen-Delaware arising from the Merger. Daleen-Delaware appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding and a copy of such process shall be mailed by the Secretary of State of Florida to Daleen-Delaware at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, County of New Castle.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

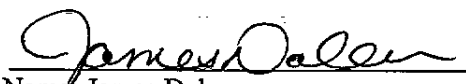
13. Dissenters' Rights. Shareholders of Daleen-Florida who dissent from the Merger pursuant to Section 607.1320 of the FBCA may be entitled, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

IN WITNESS WHEREOF, Daleen-Florida and Daleen-Delaware have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

DALEEN TECHNOLOGIES, INC.
a Florida corporation

By: 
Name: James Daleen
Title: Chairman and Chief Executive Officer

DALEEN TECHNOLOGIES, INC.
a Delaware corporation

By: 
Name: James Daleen
Title: Chairman and Chief Executive Officer